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Mary C. Velez  
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ORIGINAL



**OFFICIAL FILE  
ILLINOIS COMMERCE COMMISSION**

April 27, 2000

Ms. Donna Caton, Chief Clerk  
Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, Illinois 62794-9280

RE: Request for approval No. 00-0164

Dear Ms. Caton,

Pursuant to the order entered by the Commission on April 12, 2000, in the above-referenced matter, enclosed please find three copies of the Third Amendment to the Interconnection Agreement between Ameritech Illinois and AT&T Communications of Illinois, Inc.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

*Mary C. Velez*

Enclosures

CHIEF CLERK'S OFFICE

APR 27 10 54 AM '00

ILLINOIS  
COMMERCE COMMISSION

*Noted  
4-27-00  
Hand Delivered*

**THIRD AMENDMENT  
TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

ILLINOIS  
COMMERCE COMMISSION  
JAN 17 10 54 AM '00  
CHIEF CLERK'S OFFICE

This Third Amendment to the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996 (the "Third Amendment"), is effective as of the 10<sup>th</sup> day of February, 2000 (the "Amendment Effective Date"), by and among Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Illinois ("Ameritech") and AT&T Communications of Illinois, Inc., an Illinois corporation with offices at 222 West Adams Street, 15th Floor, Chicago, Illinois 60606 ("AT&T").

**RECITALS**

- A. Ameritech and AT&T are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of January 14, 1997 as amended (the "Interconnection Agreement").
- B. The Interconnection Agreement contains, among other terms and conditions, Article V, which is titled **TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)**, and which prescribes parameters for certain trunk groups (known as "Toll Connecting Trunks" or "TCTs") to be established between Ameritech and AT&T "for the transmission and routing of Exchange Access and nontranslated 8YY traffic (*i.e.*, 800, 888 prefix calls) to allow AT&T's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem".
- C. Ameritech and AT&T disagree as to the interpretation and applicability of certain provisions of Article V of the Interconnection Agreement relating to 8YY traffic.
- D. AT&T filed a Complaint before the Michigan Public Service Commission against Ameritech on July 8, 1999 alleging, *inter alia*, that Ameritech's refusal to implement any of the interconnection proposals made by AT&T was a violation of the Michigan Telecommunications Act ("MTA"), said Complaint being docketed by the Commission as Case No. U-12039.
- E. Notwithstanding their relative positions regarding whether an amendment to the Interconnection Agreement is required, and without waiving the same, Ameritech and AT&T resolved on behalf of themselves and their affiliates, including any parent companies, to settle the dispute between them concerning AT&T's proposals for 8YY interconnection in the states of Michigan, Wisconsin, Illinois, Ohio and Indiana (collectively the "Ameritech States") and to amend their existing Interconnection Agreements accordingly.

F. The Parties have filed a Settlement Agreement (the "Settlement Agreement") with the Michigan Public Service Commission. The Settlement Agreement was approved on February 3, 2000. In the Settlement Agreement, Ameritech and AT&T agree to amend each of their Interconnection Agreements in the Ameritech States within five (5) Business Days of the Michigan Public Service Commission's approval of the Settlement Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the authority invested in Ameritech and AT&T by Section 30.18 of the Interconnection Agreement, Ameritech and AT&T hereby agree as follows:

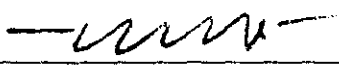
1. Capitalized terms not defined herein shall have the same meaning set forth in the Interconnection Agreement.
2. The Interconnection Agreement is amended by adding to Article V, a new Section 5.3 in the form attached hereto as Attachment 1 to this Third Amendment.
3. All other provisions of the Agreement remain unchanged. In the event of a conflict between the terms of this Third Amendment and the Agreement, the terms of this Third Amendment will take precedence.
4. The Parties agree that, except as described in paragraph 11 of the Settlement Agreement, on and after the date the Third Amendment is approved by the Commission, the obligations of the Parties arising under the Settlement Agreement shall become nonexecutory in the State of Illinois and the Parties' rights and obligations regarding 8YY Traffic shall be governed by the Interconnection Agreement and any successor agreement(s), as amended.
5. This Third Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Illinois, without reference to conflict of laws provisions.

6. The Interconnection Agreement, as amended by this Third Amendment, is the entire Agreement between the Parties with respect to the subject matter hereof and supercedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, relating thereto.

IN WITNESS WHEREOF, the parties hereto have cause this Third Amendment to be executed as of the date first appearing above.

AT&T Communications of Illinois, Inc.

Ameritech Information Industry Services, a  
Division of Ameritech Services, Inc., on  
behalf of Ameritech Illinois

By: 

By: 

Printed: W. L. West

Printed: **Larry B. Cooper**

Title: Region Vice President

Title: **President-Industry Markets**



### **5.3 8YY Interconnection**

#### **5.3.1 General**

(a) The Parties agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will allow successful joint implementation of 8YY interconnection between the Parties. Accordingly, the Parties have agreed to form a team (the "8YY Interconnection Team"), which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder.

(b) As set forth below, and within the time-frames noted, the 8YY Interconnection Team will prepare written 8YY Interconnection Plans that will set forth all of the processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of 8YY Interconnection Arrangement A and 8YY Interconnection Arrangement B.

(c) Notwithstanding the terms of this Section 5.3 or the activities of the 8YY Interconnection Team, the Parties (or their designated representatives on the 8YY Interconnection Team) may jointly agree at any time to process ASRs to allow 8YY interconnection and calling capability for AT&T's Customers using any mutually agreeable interconnection arrangement or method. Nothing in this Section 5.3 should be construed to prevent or delay in any manner full implementation of 8YY calling capability for AT&T's Customers.

#### **5.3.2 Creation of an 8YY Interconnection Team**

(a) Concurrent with the execution of this Third Amendment, the Parties identified the members of the 8YY Interconnection Team.

(b) Each Party shall have at least 2 but not more than 4 individuals on the 8YY Interconnection Team. Either Party may replace its representatives on the 8YY Interconnection Team by delivering written notice thereof to the other Party.

(c) The 8YY Interconnection Team shall keep minutes and/or otherwise record its meetings.

(d) The purpose of the 8YY Interconnection Team shall be to agree upon any operational guidelines, procedures, specifications and standards necessary to implement the terms and conditions of this Section 5.3.

(e) The Parties agree that the 8YY Interconnection Team shall meet in person and prepare the 8YY Interconnection Plans for the interconnection arrangements discussed below. The 8YY Interconnection Team may agree to meet via telephonic or videoconferencing methods.

(f) If necessary to avoid duplication, the 8YY Interconnection Team may reference and incorporate into the 8YY Interconnection Plan any portion of the Implementation Plan.

(g) The Parties may agree in writing to amend the 8YY Interconnection Plan as the 8YY Interconnection Team deems appropriate.

(h) The Parties may agree in writing to suspend or terminate the 8YY Interconnection Team on a temporary or permanent basis.

### **5.3.3 Trunk Ordering and Provisioning**

(a) AT&T requires the ability to submit ASR orders for the interconnection arrangements discussed herein such that AT&T's Digital Link customers may place outbound 8YY calls (i.e., 800, 888, 877 etc. prefix calls) to carriers other than AT&T or its Affiliates and multicarrier 8YY calls.

(b) Ameritech agrees to accept such ASRs, as more fully described herein. In the event that there is a dispute as to the format or information necessary to submit an ASR, the Parties agree that the 8YY Interconnection Team shall resolve such dispute.

(c) Accurate and complete ASRs submitted by AT&T to Ameritech in conformance with the 8YY Interconnection Plans discussed below shall not be rejected by Ameritech.

(d) At AT&T's sole election, trunk groups provisioned shall be separate 64 Kb "clear channel" trunk groups and will be in addition to any existing 56 Kb trunk groups currently in place between the Parties.

(e) All trunk groups shall be designated TCT groups.

(f) The 8YY Interconnection Team shall agree on the rating or billing percentages (consistent with Article VI and any schedule(s) referenced therein) to be assigned to the trunk groups installed pursuant to this Section 5.3.

### **5.3.4 8YY Interconnection Arrangement A**

(a) The Parties agree that an 8YY Interconnection Plan for 8YY Interconnection Arrangement A shall be finalized by the 8YY Interconnection Team within 10 business days from the Effective Date of the Settlement Agreement.

(b) Under 8YY Interconnection Arrangement A, AT&T shall submit and Ameritech shall accept an ASR for a separate 64 Kb Clear Channel Access TCT group dedicated to the transmission and routing of nontranslated (i.e., "undipped") 8YY call traffic from an AT&T 4ESS® End Office switch, to an Ameritech access Tandem. In the case where the AT&T 4ESS® switch is located in the same LATA as the Ameritech Tandem, the TCT trunk will connect the 4ESS® switch to the Ameritech Tandem. In the case where the AT&T 4ESS® switch is not located in the same LATA as the originating AT&T customer and the serving Ameritech Tandem, the TCT trunk group shall be provisioned from a Point of Interface ("POI") in the LATA in which both the originating AT&T customer and the serving Ameritech Tandem are located.

(c) Ameritech and AT&T agree to jointly engineer the 8YY Interconnection Arrangement A Access TCTs to be used solely for the transmission and routing nontranslated 800/888 traffic to allow AT&T's Customers located in a LATA to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem located in the same LATA.

(d) Unless otherwise agreed to by the 8YY Interconnection Team, Ameritech and AT&T agree to jointly engineer the Access TCT to be one-way trunks.

(e) Notwithstanding any of the forgoing, AT&T and Ameritech agree that it is not necessary (or required under the terms of any applicable Interconnection Agreement) for the AT&T 4ESS® End Office serving an AT&T customer to be physically located in the LATA where both the AT&T customer is located and the serving Ameritech Tandem are located.

### **5.3.5 8YY Interconnection Arrangement B**

(a) The Parties agree that the 8YY Interconnection Plan for Interconnection Arrangement B must be finalized by the 8YY Interconnection Team within 90 calendar days from the Effective Date of the Settlement Agreement.

(b) Under 8YY Interconnection Arrangement B, AT&T shall submit and Ameritech shall accept an ASR for trunk groups necessary for the transmission and routing of translated (i.e., "dipped") 8YY traffic to Ameritech from an AT&T End Office switch (such as a 5ESS® or equivalent switch) (or any AT&T Affiliate End Office Switch) that will perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In the case where the AT&T End Office switch is located in the same LATA as the serving Ameritech Tandem, the TCT trunk will connect the End Office switch to the serving Ameritech Tandem. In the case where the AT&T End Office switch serving the AT&T customer in a LATA and/or the AT&T End Office switch performing Switching Service Point functions and queries to an Industry Toll-Free Database is not located in the same LATA as the serving Ameritech Tandem, the TCT trunk group shall be provisioned from a Point of Interface ("POI") in the LATA in which both the originating AT&T customer and the serving Ameritech Tandem are located.

(c) Ameritech and AT&T agree to jointly engineer the 8YY Interconnection Arrangement B trunk groups to be used solely for the transmission and routing of either Local Traffic or Exchange Access traffic (both of which includes translated 8YY traffic) to allow AT&T's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem or POI.

(d) Unless otherwise agreed to by the 8YY Interconnection Team, Ameritech and AT&T agree to jointly engineer the 8YY Interconnection Arrangement B trunk groups as follows: (1) If the 5ESS® or equivalent switch is located within the same LATA being served, the existing two-way TCT trunks shall be used; (2) If the 5ESS® or equivalent switch is not located in the same LATA being served, one-way trunks shall be used.

(e) Notwithstanding any of the forgoing, AT&T and Ameritech agree that it is not necessary for the AT&T End Office Switches referred to in 8YY Interconnection Arrangement B to be physically located in the LATA where both the AT&T customer and the serving Ameritech Tandem are located.

### **5.3.6 Other Requirements**

Unless otherwise noted, the following requirements will apply to both 8YY Interconnection Arrangement A and 8YY Interconnection Arrangement B.

#### **A. Signaling/Call Data**

(1) The 8YY Interconnection Team will develop all of the detailed specifications and technical information necessary to allow the Parties to process and bill 8YY calls. The specifications and technical information will be made a part of the 8YY Interconnection Plan. The Parties agree to exchange the appropriate data necessary to process and bill for all calls. This data will include, where appropriate, the Carrier Identification Code ("CIC") and the Circuit Code.

(2) (Applicable to 8YY Interconnection Arrangement A only.) Unless otherwise agreed to by the 8YY Interconnection Team, Ameritech agrees that the Automatic Number Identification ("ANI") that will be populated in the Automatic Message Accounting ("AMA") record will either be (1) the "charge to number" provided in the SS7 signaling stream, if present, or (2) the "calling party number" if the "charge to number" is not provided and the CIC, Called Party Number ("CPN") and Originating Line Information ("OLI") (where the OLI=0) is provided.

(3) The Parties agree that interconnection shall be made using either a GR-317 or GR-394 format, as appropriate.

#### **B. Recording**



(1) In general, the following Recording requirements apply to 8YY Interconnection Arrangement A only. The Parties agree to determine and implement the necessary recording requirements for 8YY Interconnection Arrangement B.

(2) Ameritech agrees to provide and/or produce an 110125 Record for each call sent over an interface. In return, AT&T shall send an 1150 Summary Record back to Ameritech to allow Ameritech to produce the appropriate billing to the appropriate 8YY carrier.

(3) Subject to subsections (3) and (4) of this Section 5.3.6, the determination of the originating carrier of the 8YY call should be done using the Jurisdictional Information Parameter ("JIP") to insure the accuracy of billing records. AT&T and Ameritech agree that, if Ameritech cannot currently incorporate the JIP, Ameritech and AT&T will agree to provide Ameritech an ANI for Ameritech to provision the applicable trunk groups with an "hard-coded" ANI in place of the JIP (to appropriately guide usage records).

(4) Ameritech agrees that it will deploy the necessary upgrades to its switches and other associated systems to incorporate the JIP within the same scheduled time frame as its Southwestern Bell Telephone Company Affiliates generally deploy such upgrades and systems to incorporate the JIP.

(5) AT&T and Ameritech agree to follow customary industry standards on billing for access services as defined in the appropriate tariffs and/or contracts.

#### **5.3.7 Other Ameritech Responsibilities**

(a) Ameritech agrees to participate in joint infrastructure planning with AT&T for all interconnection trunks.

(b) Ameritech will pull & provide the billing records during AT&T's testing of the interconnection trunks (where necessary).

(c) Ameritech will provide to AT&T single point of contact for reporting troubles & obtaining a technician for trouble resolution & joint testing if necessary. Troubles will be resolved within 3 business days.

#### **5.3.8 Deployment and Provisioning Timeframes**

(a) Without waiving its right to amend or modify the following, or to subsequently submit further orders in addition to that described below, upon the Effective Date of the Settlement Agreement, AT&T may submit, at its election, and Ameritech will provision in the timeframes discussed below, ASRs for the following states/LATA:

Michigan – 346, 344  
Illinois – 374, 360, 370  
Ohio – 325, 322, 326

Wisconsin – 350, 352

Indiana – 330, 338

(b) Subject to a Delaying Event, Ameritech will provision the ASRs submitted according to the following timeframes and intervals: ASRs will be issued by AT&T 45-60 days prior to targeted market entry dates, beginning February 1, 2000. (This is contingent upon completing Joint Infrastructure Planning by January 18). Once Ameritech receives the ASRs, the standard trunk-provisioning interval (29 business days) shall apply. Ameritech agrees to waive any applicable notification requirements. Failure to provision in the applicable timeframes (taking into account, if applicable, a Delaying Event) shall be considered a Default under this Agreement.